

Project No: 8154
Project Name: MILPITAS LIBRARY PROJECT

RA7

AMENDMENT TO AGREEMENT NO.1
FOR CONSULTATION AND OTHER SERVICES

THIS AGREEMENT for consulting services regarding the Midtown North Main Street Improvements ("Project") is made by and between respectively the City of Milpitas and the Milpitas Redevelopment Agency (hereinafter referred to for convenience only as "City") and SCS ENGINEERS ("Consultant") (together sometimes referred to as the "Parties") as of July 20, 2005 (the "Effective Date") in Milpitas, California.

This Amendment is entered into this 18th Day of August 2006, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and SCS ENGINEERS. (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties desire to amend the Agreement to allow the CONSULTANT to provide expansion of their professional services prepare a work plan to comply with requirement by the County regulatory agency that requires installation of three monitoring wells and ongoing monitoring at the former Winsor properties acquired by the City RDA.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Section 1.1, entitled "Term of Services" is amended to read:

The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2007...

2. Section 1, entitled "Services" and Section 2, entitle "Compensation " are amended by adding Tables "2 and 3" which are attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:

The additional compensation for additional professional services set forth in Tables "2 and 3" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Tables "2 and 3" shall be \$120,000.00.

3. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

CIP Manager as to content

City Manager

City Attorney as to Form

ATTESTED BY:

City Clerk

**Table 3. SCS Engineers Anticipated Future Additional Costs
City of Milpitas - North Main Street Development Projects
PO Number C8 16900**

Task Description	Amount
Grammar School Health Risk Assessment	
Additional Soil Sample Analyses for Health Risk Assessment (x20)	\$ 9,200
Labor - Additional Soil Sampling for Health Risk Assessment (16 hrs @80/hr)	\$ 1,280
Health Risk Assessment	\$ 10,000
Apton Parcel Health Risk Assessment	
Health Risk Assessment	\$ 7,500
Winsor Properties Groundwater Monitoring Wells	
Monitoring Well Installation	\$ 30,000
Dedicated Pumps	\$ 4,500
Well Monitoring (4 wells for 4 quarters initially)	\$ 20,000
Winsor Properties Garage Piles Spoil Characterization	
Stockpile Characterization Soil Sample Analysis	\$ 5,000
Total	\$ 87,480

**Table 2. SCS Engineers Unbilled Additional Costs
City of Milpitas - North Main Street Development Projects
PO Number C8 16900**

Task Description	Amount
Grammar School Soil Removal Oversight & Sampling	
Southwest Stockpile Characterization Soil Sample Analysis (x1)	\$ 633
Northern Stockpile Characterization Soil Sample Analysis (x2)	\$ 1,651
Auditorium Stockpile Characterization Soil Sample Analysis (x1)	\$ 633
Labor - Stockpile Sampling (6 hrs @ \$80/hr)	\$ 480
Apton Parcel Remediation Oversight & Sampling	
Pipeline Work Stockpile Characterization Soil Sample Analysis (x4)	\$ 1,343
Base Material Characterization Soil Sample Analysis (x2)	\$ 536
Main Stockpile Characterization Soil Sample Analysis (x9)	\$ 3,022
Excavation Bottom Confirmation Soil Sample Analysis (x21)	\$ 2,995
Excavation Sidewall Confirmation Soil Sample Analysis (x12)	\$ 1,711
Excavation Bottom Confirmation Soil Sample Analysis (x1)	\$ 104
Labor - Soil Sampling (30 hrs @ \$80/hr)	\$ 2,160
Winsor Properties Additional Groundwater Investigation	
Additional Groundwater Investigation Analysis (x5)	\$ 1,725
Additional Groundwater Investigation Drill Rig	\$ 3,105
Additional Groundwater Investigation Misc Supplies/Equipment	\$ 200
Labor - Additional Groundwater Investigation (13 hrs @ \$80/hr)	\$ 1,040
Winsor Properties Groundwater Monitoring Wells	
County Workplan for Monitoring Wells	\$ 6,000
Total	\$ 27,337